

## Request for Reconsideration after Final Action

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<b>MARK SECTION (no change)</b>	
<b>ARGUMENT(S)</b>	
Please see the actual argument text attached within the Evidence section.	
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<b>DESCRIPTION OF EVIDENCE FILE</b>	PDF of Argument and Exhibits to Same as Referenced in Response
<b>SIGNATURE SECTION</b>	
<b>RESPONSE SIGNATURE</b>	/april l besl/
<b>SIGNATORY'S NAME</b>	April L Besl
<b>SIGNATORY'S POSITION</b>	Attorney of record, Ohio bar member
<b>SIGNATORY'S PHONE NUMBER</b>	5139778527
<b>DATE SIGNED</b>	04/09/2015
<b>AUTHORIZED SIGNATORY</b>	YES
<b>CONCURRENT APPEAL NOTICE FILED</b>	YES
<b>FILING INFORMATION SECTION</b>	
<b>SUBMIT DATE</b>	Thu Apr 09 15:31:38 EDT 2015
<b>TEAS STAMP</b>	USPTO/RFR-66.192.64.35-20 150409153138773070-861295 33-53089ce9b4f8b454ceb4b1 dd41a511f49b1a12e59151845 0816be69bb9f7e4da6b-N/A-N /A-20150409150950802115

## Request for Reconsideration after Final Action To the Commissioner for Trademarks:

Application serial no. **86129533** has been amended as follows:

### ARGUMENT(S)

**In response to the substantive refusal(s), please note the following:**

Please see the actual argument text attached within the Evidence section.

**EVIDENCE**

Evidence in the nature of PDF of Argument and Exhibits to Same as Referenced in Response has been attached.

**JPG file(s):**

[Evidence-1](#)

[Evidence-2](#)

[Evidence-3](#)

[Evidence-4](#)

[Evidence-5](#)

[Evidence-6](#)

[Evidence-7](#)

**Original PDF file:**

[evi\\_661926435-20150409150950802115\\_. Request for Reconsideration - Class 9.pdf](#)

**Converted PDF file(s) ( 10 pages)**

[Evidence-1](#)

[Evidence-2](#)

[Evidence-3](#)

[Evidence-4](#)

[Evidence-5](#)

[Evidence-6](#)

[Evidence-7](#)

[Evidence-8](#)

[Evidence-9](#)

[Evidence-10](#)

**Original PDF file:**

[evi\\_661926435-20150409150950802115\\_. 24K RUSHCARD - Exhibit A.pdf](#)

**Converted PDF file(s) ( 2 pages)**

[Evidence-1](#)

[Evidence-2](#)

**Original PDF file:**

[evi\\_661926435-20150409150950802115\\_. 24K RUSHCARD - Exhibit B.pdf](#)

**Converted PDF file(s) ( 2 pages)**

[Evidence-1](#)

[Evidence-2](#)

**Original PDF file:**

[evi\\_661926435-20150409150950802115\\_. 24K RUSHCARD - Exhibit F1.pdf](#)

**Converted PDF file(s) ( 1 page)**

[Evidence-1](#)

**Original PDF file:**

[evi\\_661926435-20150409150950802115\\_. 24K RUSHCARD - Exhibit G.pdf](#)

**Converted PDF file(s) ( 5 pages)**

[Evidence-1](#)

[Evidence-2](#)

[Evidence-3](#)

[Evidence-4](#)

[Evidence-5](#)

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**Converted PDF file(s)** ( 2 pages)

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**Original PDF file:**

[evi\\_661926435-20150409150950802115 . 24K RUSHCARD - Exhibit L.pdf](#)

**Converted PDF file(s)** ( 3 pages)

[Evidence-1](#)

[Evidence-2](#)

[Evidence-3](#)

**SIGNATURE(S)**

**Request for Reconsideration Signature**

Signature: /april l besl/ Date: 04/09/2015

Signatory's Name: April L Besl

Signatory's Position: Attorney of record, Ohio bar member

Signatory's Phone Number: 5139778527

The signatory has confirmed that he/she is an attorney who is a member in good standing of the bar of the highest court of a U.S. state, which includes the District of Columbia, Puerto Rico, and other federal territories and possessions; and he/she is currently the applicant's attorney or an associate thereof; and to the best of his/her knowledge, if prior to his/her appointment another U.S. attorney or a Canadian attorney/agent not currently associated with his/her company/firm previously represented the applicant in this matter: (1) the applicant has filed or is concurrently filing a signed revocation of or substitute power of attorney with the USPTO; (2) the USPTO has granted the request of the prior representative to withdraw; (3) the applicant has filed a power of attorney appointing him/her in this matter; or (4) the applicant's appointed U.S. attorney or Canadian attorney/agent has filed a power of attorney appointing him/her as an associate attorney in this matter.

The applicant is filing a Notice of Appeal in conjunction with this Request for Reconsideration.

Serial Number: 86129533

Internet Transmission Date: Thu Apr 09 15:31:38 EDT 2015

TEAS Stamp: USPTO/RFR-66.192.64.35-20150409153138773

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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

APPLICANT:	<b>Unirush, LLC</b>
SERIAL NO.:	86/129533
MARK:	<b>24K RUSHCARD</b>
OFFICE ACTION MAILING DATE:	10/09/2014
EXAMINING ATTORNEY:	Kevon L. Chisolm Law Office 103

**REQUEST FOR RECONSIDERATION**

**I. Introduction**

In the October 9, 2014 Final Office Action, the Examining Attorney maintained the refusal to register Applicant's **24K RUSHCARD** mark for "*magnetically encoded debit cards; prepaid debit cards*" in Class 09 on the basis of a potential likelihood of confusion with 24 KARAT CARD (disclaiming "card"), U.S. Registration No. 3277453, for "*credit card services*" in Class 036. The Examiner maintains that (1) the marks are "very similar" because they both contain the number 24 and "K" or "Karat" and (2) the goods and services are similar and could be sold and/or used together.

Applicant respectfully disagrees with the Examining Attorney's continued finding of potential infringement because (1) the actual goods and services are distinct, (2) the purchasers at issue are knowledgeable and sophisticated, (3) failure to register would be inconsistent with the Principal Register, (4) the Examining Attorney has improperly dissected Applicant's mark, and (5) a review of the *DuPont* factors clearly weighs against any finding of confusion. Applicant therefore respectfully requests that the Examiner reconsider the refusal. A Notice of Appeal of the Final Refusal is being filed simultaneously with the Trademark Trial and Appeal Board.

**II. Applicant's Goods are Distinguishable from the Services of the Cited Registration Such that Confusion Is Not Likely.**

Contrary to the arguments of the Examining Attorney, Applicant's and Registrant's goods and services are highly distinct. The question is determining similarity of the services at

issue is “whether the public would be confused as to their source.” T.M.E.P. §1207.01(a). The Board has stated that “if the goods or services in question are not related or marketed in such a way that they would be encountered by the same persons in situations that would create the incorrect assumption that they originate from the same source, then, even if the marks are identical, confusion is not likely.” *See Local Trademarks, Inc. v. Handy Boys, Inc.*, 16 U.S.P.Q.2d 1668 (T.T.A.B. 1986); *Quartz Radiation Corp. v. Comm/Scope Co.*, 1 U.S.P.Q.2d 1668, 1669 (T.T.A.B. 1986) (holding QR for coaxial cable and QR for various apparatus used in connection with photocopying, drafting and blueprint machines not likely to cause confusion because of the differences in the parties respective goods in terms of their nature and purpose, how they were promoted, and who they were purchased by). Though Applicant’s and Registrant’s goods and services generally revolve around the financial services industry, the actual services offered and the marketing of those services are quite different in practice.

The cited registration is owned by Samuels Jewelers, Inc. who provides *credit card services* to purchasers of its jewelry. *See* Specimens of record for cited registration attached hereto as **Exhibits A-B**; Screenshot from Registrant’s website attached hereto as **Exhibit C**. Consumers use Registrant’s 24 KARAT CARD services specifically to finance the purchase of jewelry from Registrant. Further, Registrant’s 24 KARAT CARD *credit card services* are not available or even mentioned online at Registrant’s website. *See* Screenshot from Registrant’s website attached hereto as **Exhibit D**. Therefore, the marketing of the *credit card services* and the actual purchase of consumers is done exclusively within Registrant’s physical locations. *See* Screenshot from Registrant’s website attached hereto as **Exhibit E**.

Conversely, Applicant provides debit cards wherein consumers purchase a card that allows them to upload various amounts of money to the card. *See* Screenshots of Applicant’s

website attached hereto as **Exhibit F**. Debit cards are actually quite different from credit cards in form and function. *See* Description of Credit Cards “How Credit Cards Work” attached as **Exhibit G**; Explanations of Debit Cards attached as **Exhibit H**. A debit card is essentially an electronic (more efficient) way of carrying cash. *See* Exhibit H. Instead of providing a line of credit, debit cards allow the user to deduct money from a specific account. *Id.* Debit cards do not build credit and do not charge interest rates the same as credit cards; they are essentially simply a card that provides a card holder electronic access to a checking account. *Id.*

Consumers purchase Applicant’s physical debit cards by applying online at Applicant’s website and having the actual card shipped to them. *See* Screenshot from Applicant’s website attached as **Exhibit I**. Consumers set up Applicant’s 24K RUSHCARD so that they can deposit money directly to the card in a number of ways (including setting up a direct deposit for their paycheck or loading cash or checks at a retail location). *See id.* All management of the 24K RUSHCARD offered by Applicant is done through Applicant’s website. *See* Screenshot attached as **Exhibit J**.

The test for likelihood of confusion is “whether an appreciable number of ordinarily prudent purchasers” is likely to confuse the source of the newcomer’s products or services with the source of another existing prior mark. *Solton, Inc. v. Cornwall, Corp.*, 477 F.Supp. 975, 989 (D.C. N.J. 1979) (emphasis added). This test must be considered in perspective. Marks are to be viewed in the context of legitimate present day business practices. When viewing the legitimate business practices of Applicant and Registrant it is clear that the manner in which these goods and services are offered is such that consumers are not likely to believe the services emanate from the same source.

Registrant's consumers know they are purchasing *credit card services* from within a jewelry store just as Applicant's consumers know they are purchasing *debit cards* from Applicant's website. The application processes, marketing, and location of the goods and services themselves are so distinct that there is no opportunity for confusion to arise. For these reasons alone confusion is simply not likely.

**III. Applicant's and Registrant's Consumers are Discriminating, Knowledgeable Purchasers Who Are Unlikely to be Confused.**

The likelihood of confusion between Applicant's mark and the cited registration is even less likely given the discriminating buyers that purchase their respective goods and services. The Court of Custom and Patent Appeals has long held that where "parties sell their goods to discriminating purchasers under conditions calculated to insure care in discerning the source or origin of the goods, confusion is not likely." *Industrial Nucleonic's Corp. v. Hinde*, 177 U.S.P.Q. 386, 387 (C.C.P.A. 1973). Here, the consumers of both Registrant's and Applicant's services are knowledgeable people unlikely to be confused by the marks and/or by the nature and type of services they are purchasing.

Knowledgeable or sophisticated consumers "may be expected to exercise greater care" when choosing to purchase certain goods or services. *See Astra Pharmaceutical Prods. v. Beckman Instruments*, 718 F.2d 1201, 1206 (1st Cir. 1983) (finding purchasers of ASTRA local anesthetic preparations and purchasers of expensive ASTRA computerized blood analysis machines were unlikely to be confused due to buyer sophistication, even though both mark owners sold products to large hospitals); *SquirtCo v. Seven-Up Co.*, 628 F.2d 1086, 1091 (8th Cir. 1980) (stating in a trademark infringement action, the "kind of product, its cost, and the conditions of purchase are important factors in considering whether the degree of care exercised by the purchaser can eliminate the likelihood of confusion which would otherwise exist").

Going through the process of applying for and obtaining a credit card is a complicated and involved process. *See* Exhibit G. Consumers applying for credit cards need to provide information relating to their social security number, phone number, address, total annual income, bank account and other information to receive credit card services. *See id.* There is also usually a waiting period between applying for a credit card, being approved for the card, and then being actually able to use the credit card. *See id.* In addition, credit cards do not draw directly from any bank account, and require consumers to pay off the “credit” balance on the card within a specific time period; credit cards charge interest on purchases that have not been paid off in the set time period. *See id.* Consumers of Registrant’s credit card services would therefore be knowledgeable and discerning about the decision to purchase *credit card services* from Registrant given the sensitive nature of the information being provided (*e.g.* social security numbers) and the financial services at issue.

Applicant’s consumers are equally discerning. They too must apply for the *debit cards* offered by Applicant and provide sensitive personal information including social security numbers, phone numbers, and address information. *See* Screenshot from Applicant’s website attached as **Exhibit K**.

Therefore, purchasers of both Registrant’s and Applicant’s goods and services are highly discriminating about the type of services they are purchasing. Simply put, they are not buying a pack of gum or box of cereal from the grocery store. *See In re E. I. DuPont DeNemours & Co.*, 476 F.2d 1357, 1361 (C.C.P.A. 1973) (noting that “[t]he conditions under which buyers to whom sales are made, i.e. ‘impulse’ vs. careful, sophisticated purchasing,” are relevant to the likelihood of confusion analysis). Instead, they are applying for the ability to use Registrant and Applicant’s goods and services by submitting sensitive financial and personal information to

these entities. Such consumers would never mistakenly go through the entire process of applying for Registrant's *credit card services* thinking they were offered by Applicant or vice versa. Credit and debit cards are items that require a great deal of deliberation and consideration, especially since consumers will want to purchase/utilize the services that best fit their "lifestyle" and their individual requirements.

Therefore, as both parties are offering their services to "discriminating purchasers under conditions calculated to insure care in discerning the source or origin of the [services]," confusion is simply not likely. *Industrial Nucleonic's Corp.*, 177 U.S.P.Q. at 387.

#### **IV. The Refusal to Register Applicant's Mark is Inconsistent with the Principal Register.**

The Examining Attorney dismissed Applicant's evidence of numerous third parties using "24 KARAT" or its equivalent as unpersuasive because they did not show that the goods and/or services were used in connection with the services at issue.<sup>1</sup>

In response, Applicant points to the allowance by the Trademark Office of an application for MADE WITH 24 KARAT GOLD, U.S. Serial No. 86/326696, by Black Card LLC in connection with, among other services, *financial services, namely, charge card, credit card and debit card services; credit card payment processing services; computerized credit verification, namely, evaluation of the credit worthiness of companies and private individuals, and financial risk management services; providing information in the fields of foreign currency; providing cash and other rebates for credit card use as part of a customer loyalty program* in Class 36. A copy of the TSDR printout for this trademark is attached as **Exhibit L**.

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<sup>1</sup> The Examining Attorney did not address the evidence of extensive coexistence of the equivalent of "24 KARAT," "Gold" by numerous third parties in the relevant Classes at issue, which Applicant submits provide evidence of the weakness of "24 KARAT."

The coexistence of two marks on the Principal Register is prima facie evidence that the two marks are not confusingly similar and/or that there is an absence of any likelihood of confusion between them. *Massey Junior College, Inc. v. Fashion Institute of Tech. Inc.*, 181 U.S.P.Q. 272, 275 (C.C.P.A. 1974). Here, despite this mark directly overlapping with the cited registration “24 KARAT” versus “24 KARAT” and both marks being used for *credit card services*, no likelihood of confusion refusal was ever issued on this application. See Exhibit L.

The Trademark Office’s determination that these two marks are sufficiently distinct is strong and persuasive evidence that Applicant’s mark 24K RUSHCARD, inclusive of its distinctive and well-known RUSHCARD brand utilizing 24K instead of 24 KARAT, can also coexistence peacefully without confusion. Therefore, Applicant submits that in light of this allowed application and the evidence presented in its last Office Action Response as to the weakness of 24 KARAT and its equivalents, Applicant’s 24K RUSHCARD mark can peacefully coexist with the 24 KARAT CARD registration.

**V. The Examining Attorney Has Improperly Dissected Applicant’s RUSHCARD and its 24K RUSHCARD Marks.**

The Examining Attorney also discounted Applicant’s family of marks as having “little relevant” because the focus is on Applicant’s present mark rather than on prior registered marks. The Examining Attorney then dissected Applicant’s RUSHCARD and 24K RUSHCARD marks by claiming that all Applicant has done here is add the word “rush” to card.” Such an argument discounts over ten years of goodwill and recognition in the RUSHCARD trademark held by Applicant and is a violation of the anti-dissection rule. See, e.g., *Estate of P.D. Beckwith, Inc. v. Commissioner of Patents*, 252 U.S. 538, 545-46 (1920) (noting that the “commercial impression of a trademark is derived from it as a whole, not from its elements separated and considered in detail.”)

Applicant has used its famous RUSHCARD mark for over ten years with the consuming public for its *debit cards* and *debit card services*. See Prior Office Action Response and Exhibits to same; **Exhibit M** attached hereto. The mark has come to be well-known in the minds of the consuming public who readily understand that RUSHCARD is not two words but one. Indeed, such an understanding was confirmed by the Examining Attorney and the Trademark Office, which did not require a disclaimer of the word “card” in 24K RUSHCARD though such a word was disclaimed from Registrant’s 24 KARAT CARD mark.

Yet here the Examining Attorney has improperly dissected not only the 24K RUSHCARD mark but Applicant’s entire family of RUSHCARD marks to claim that the addition of “rush” to 24 KARAT CARD is not sufficient to obviate confusion. Such a view discounts the decades long recognition, goodwill and ownership of Applicant in the RUSHCARD mark, the recognized consumer perception of that brand, and the clear differences in the marks themselves. Applicant is not using 24 KARAT, but is instead using 24K. Applicant is not using “RUSH” and “CARD” as two separate words, instead Applicant’s is using RUSHCARD. Applicant has not added “RUSH” to 24 KARAT CARD or even 24K CARD, instead Applicant is using 24K RUSHCARD. To find confusion, the Examining Attorney is essentially changing Applicant’s mark into 24 KARAT RUSH CARD, which is not the mark at issue and an improper dissection of Applicant’s entire family of RUSHCARD trademarks and the 24K RUSHCARD mark at issue here.

Even when viewing 24K RUSHCARD apart from the decades old family of RUSHCARD marks owned by Applicant as suggested by the Examining Attorney, a view of the marks as a whole (24K RUSHCARD versus 24 KARAT CARD) reveal strong differences that obviate potential confusion, particularly given that “RUSHCARD” is the dominant portion of

Applicant's mark. The lack of confusion is further confirmed by consideration of the importance and consumer recognition of Applicant's family of RUSHCARD marks as used in 24K RUSHCARD.

Therefore, it is simply unlikely that Applicant's consumers would view Applicant's 24K RUSHCARD trademark as simply "adding" the term "rush" to the cited registration. The marks have two completely different dominant elements and convey completely different overall impressions.

**VI. An Analysis of the *DuPont* Factors Proves Applicant's 24K RUSHCARD Trademark Is Not Confusingly Similar to Registrant's 24 KARAT CARD.**

Applicant submits that the *DuPont* factors, as further elaborated in *In re E. I. DuPont DeNemours & Co.* weigh in Applicant's favor and prove there is no likelihood of confusion between Applicant's and Registrant's trademarks. 476 F.2d at 1360-1361. Applicant addresses several of the relevant *DuPont* factors below:

- Dissimilarity of the marks in their entireties: A review of Applicant's 24K RUSHCARD mark sets forth a completely different sight, sound, meaning and commercial impression from the 24 KARAT CARD trademark, as set forth in the prior Office Action response. Consumers are not likely to view Applicant's mark as simply "adding" the term "RUSH" to the Registrant's mark. Instead, consumers are likely to view Applicant's 24K RUSHCARD mark in its entirety, and to understand it is highly distinct from the cited registration. Therefore, this factor weighs against confusion.
- Dissimilarity of the goods and services: As set forth above, Applicant's debit cards are entirely distinguishable and dissimilar from the credit card services of the cited registration. Due to the inherent differences in the goods and services themselves, confusion between the marks is simply unlikely. Therefore, this factor weighs against confusion.
- Conditions under which sales are made: Applicant's debt cards are offered under distinguishable circumstances from the services of the cited registration. Consumers would not encounter Registrant's 24 KARAT CARD services anywhere except for Registrant's actual stores. Consumers cannot purchase Registrant's 24 KARAT CARD services over the internet. Conversely, Applicant's debit cards are purchased through Applicant's website. The circumstances of the sale of each mark's goods or services are

such that they would never be overlapping. Therefore, this factor weighs against confusion.

- Fame of prior mark: Registrant's mark has no fame or strong consumer recognition. Applicant asserts that the fame of its RUSHCARD marks indicates that consumers would recognize the nature of Applicant's 24K RUSCHARD mark as being part of the family of Applicant's distinctive and famous RUSHCARD trademarks. Therefore, this factor weighs against confusion.
- Number and nature of similar marks in use on similar services: The coexistence between the cited registration and the allowed application for MADE WITH 24K GOLD is strong and persuasive evidence that Applicant's mark should also be allowed to coexist. Moreover, Applicant has submitted evidence that 24K or 24 KARAT is generally viewed as weak by the Trademark Office given the extensive coexistence shown in Classes 3, 9, 16, 25 and 30. That the Trademark Office has allowed extensive coexistence in five separate and unique Classes demonstrates that as a whole, 24 KARAT or 24K is weak. The recent allowance of MADE WITH 24K GOLD has also negated the Examining Attorney's discounting of this evidence as being unrelated to "financial services." Therefore, there is extensive third party use of 24K or 24 KARAT which indicates weakness of these terms and such weakness has now extended into "financial services" with the recently allowed application. Therefore, this factor weighs against confusion as well.
- Nature and extent of any actual confusion: Applicant has been using its mark since January 2014 and is aware of no actual confusion between Applicant's mark and the cited registration. Therefore, this factor weighs against confusion.

Applicant asserts therefore that the *DuPont* factors weigh heavily in Applicant's favor and there is no likelihood of confusion between Applicant's 24K RUSHCARD trademark and the cited registration for 24 KARAT CARD.

## **VII. Conclusion**

Applicant respectfully submits that it has fully responded to and addressed the Examining Attorney's refusal to register the mark **24K RUSHCARD** on the basis of a potential likelihood of confusion with the cited registration. Applicant, therefore, respectfully requests that the Examining Attorney consider this Request for Reconsideration, withdraw the Final Refusal, and pass Applicant's mark to publication.

---

**24KaratCard**  
PREFERRED

24KaratCard  
PREFERRED  
24KaratCard  
PREFERRED



Refer to the Cardholder Agreement for  
terms, conditions, and of use of your 24  
KaratCard.

If you have any questions or concerns,  
please call us at (800) 755-3540.

PO BOX 280  
WEST JORDAN, UT 84084

06999062-09999734KR1-56023313RCS-56023362-



>000015 6128820 000015 1 1 OZ 000000

PHOENIX, AZ 85029

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# 24KaratCard

PREFERRED

Summary of Account Activity	
Account #	██████████23
Previous Balance	\$2,912.98
Purchases & Other Charges	\$0.00
Payments & Credits	\$0.00
Fees Charged	\$25.00
Interest Charged	\$11.45
New Balance	\$2,949.43
Statement Date	07/05/13
Total Credit Line	\$2,799.00
Available Credit	

To contact customer service, you may call us at 1-800-755-3540.  
LENNY L. DAMRON

Payment Information	
New Balance	\$2,949.43
Balance Payable To Avoid Further Interest	\$2,949.43
Payment Due Date	08/05/13
Minimum Payment Due	\$1,071.00
Amount Past Due	\$918.00
Late Payment Warning:	
If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$39 late fee.	
Minimum Payment Warning:	
If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.	
If you make no additional charges using this account and each month you pay only the Minimum Payment	You will pay off the balance shown on this statement in about 21 Months
	And you will end up paying an estimated total of \$3,178.43

If you would like information about credit counseling services, call 1-866-477-6322

0302

Transaction Summary				
Plan #	Date	Ref #	Description	Amount
918	06/10/13	0066009996	LATE CHARGE ASSESSMENT	\$25.00

YOUR ACCOUNT IS 150 DAYS PAST DUE IN THE AMOUNT OF \$918.00. CALL US AT 800-755-3540 TO AVOID FURTHER ACTION.

Plan Summary						
Plan # - Plan Description	Average Daily Balance	Monthly Periodic Rate	Annual Percentage Rate	Finance Charge	Minimum Payment	
918 Interest Free Plan Ended	\$2,750.00	0.4167%	5.00%	\$11.45	\$1,071.00	

Total Interest For This Period: \$11.45  
Total Fees For This Period: \$25.00

2013 Total Year-to-Date  
Total fees charged in 2013 \$125.00  
Total interest charged in 2013 \$74.43



SAMUELS JEWELERS, INC.  
P O BOX 280  
WEST JORDAN UT 84084

☐ Please check this box if your address has changed and indicate changes on the back of this remittance.



Please detach and return this portion with your payment

Account #	██████████623
New Balance	\$2,949.43
Date Due	08/05/13
Minimum Payment Due	\$1,071.00
Amount Enclosed	\$

Please make your check payable to SAMUELS JEWELERS, INC. and mail your payment to the following address:

SAMUELS JEWELERS, INC.  
P.O. BOX 731853  
DALLAS TX 75373-1853

3510161260413623400002949430000107100

# 24 Karat Card

PREFERRED

## APPLICATION

<input type="checkbox"/> <b>INDIVIDUAL ACCOUNT:</b> In one name and based solely on your own credit worthiness. Applicant, if married, must be based on credit worthiness of both applicant and joint applicant. Both may use the account and will be liable and responsible for payments. Both must sign below.		<input type="checkbox"/> <b>JOINT ACCOUNT:</b> In one name and based solely on your own credit worthiness. Applicant, if married, must be based on credit worthiness of both applicant and joint applicant. Both may use the account and will be liable and responsible for payments. Both must sign below.	
NOTICE: * Alimony, child support or separate maintenance need not be included or revealed if you do not wish to rely on it to obtain credit.			
First Name		Middle Initial	Last name
Date of Birth		Social Security Number	
Current Address		Apt City	State ZIP
Home Phone Number		( )	
Previous Address (if current less than 3 years)		Apt City	State ZIP
Cell Phone Number		( )	
Statement Mailing Address (if different from Current Address)		Apt City	State ZIP
Other Phone Number		( )	
Residence:	Time at Residence	Banking:	Monthly Gross Income
<input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Other	Yrs Mth	<input type="checkbox"/> Checking <input type="checkbox"/> Savings	\$
Current Employer	Position	Work Phone Number	Previous Employer (if current less than 1 yr) Position
( )		( )	

### Additional Authorized Buyer:

First Name	Middle Initial	Last name	Relationship to Applicant	DL #
------------	----------------	-----------	---------------------------	------

### Co-Applicant (complete only if applying for joint account):

First Name		Middle Initial	Last name	Date of Birth	Social Security Number
Current Address		Apt City	State ZIP	Home Phone Number	
( )		( )			
Residence:	Time at Residence	Banking:	Monthly Gross Income	Other Income*	
<input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Other	Yrs Mth	<input type="checkbox"/> Checking <input type="checkbox"/> Savings	\$	\$	
Current Employer	Position	Work Phone Number	Previous Employer (if current less than 1 yr) Position	( )	

Intended purchase amount: \$

You may investigate my credit record and obtain a consumer report in connection with this application and later in connection with an update, renewal, extension of credit or collection of the account. Upon request, I will be told whether or not a consumer report was requested and, if such a report was requested, I will be told the name and address of the reporting agency that furnished that report. (TO FIND OUT ABOUT CHANGES IN THE INFORMATION IN THE AGREEMENT ACCOMPANYING THIS APPLICATION, WRITE TO US AT P.O. BOX 280, WEST JORDAN, UT 84084). **STATE LAW REQUIRES US TO GIVE THE FOLLOWING NOTICES:** **California Residents:** After credit approval, each applicant may be liable for all amounts of credit extended under this Account to any joint applicant. **Ohio Residents:** THE OHIO LAWS AGAINST DISCRIMINATION REQUIRE THAT ALL CREDITORS MAKE CREDIT EQUALLY AVAILABLE TO ALL CREDITWORTHY CUSTOMERS, AND THAT CREDIT REPORTING AGENCIES MAINTAIN SEPARATE CREDIT RECORDS ON EACH INDIVIDUAL UPON REQUEST. THE OHIO CIVIL RIGHTS COMMISSION ADMINISTERS COMPLIANCE WITH THIS LAW. **New York Residents:** We have a security interest in goods costing more than \$200.00 until the full payment price of those goods is paid. **Wisconsin Residents:** If you are married and are applying for an individual Account, combine your and your spouse's financial information above. **Marital Agreement Notice -** No provision of marital property agreement, unilateral statement under Sec. 766.59 Wis. Stats., or court decree under Sec. 766.70 Wis. Stats., will adversely affect our rights unless we are furnished a copy of the agreement, statement or decree, or have actual knowledge of its terms, before credit is granted or the account is opened. **We are required to ask married residents of Wisconsin for the following information:** Name of Spouse: \_\_\_\_\_

Address of Spouse: \_\_\_\_\_

**BEFORE SIGNING BELOW, I (WE) HAVE READ THE DISCLOSURES THAT APPEAR ON THIS APPLICATION AND THE SAMUELS JEWELERS 24 Karat Card RETAIL INSTALLMENT CREDIT AGREEMENT, THE TERMS OF WHICH ARE INCORPORATED BY REFERENCE IN AND MADE A PART OF THIS APPLICATION, AND I (WE) HAVE RECEIVED A COPY OF THAT AGREEMENT.**

X _____	_____	X _____	_____
Primary Applicant's Signature	Date	Co-Applicant's Signature	Date
Primary Applicant DL #		Co-Applicant DL #	

*** FOR OFFICE USE ONLY ***			
Credit Line:	Account Number:	S:	A: (R:10/05)
TO PROCESS THIS APPLICATION CALL 1-800-414-7995			



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Aquamarine & Diamond  
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**\$221<sup>95</sup>**  
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SHOP NOW >  
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Diamond Elite Credit Card Accounts are offered by Comenity Bank, who determines qualifications for credit and promotion eligibility. At no time will the minimum payment due be less than \$25.00. Minimum Interest Charge is \$1.00. Standard, variable APR of 24.99%, based on the Prime Rate. Subject to credit approval.

**No Interest if paid in full within 18, 36, 48 or 60 months.** Interest will be charged to your account (at the standard, variable APR) from the end of the promotional period on the remaining balance if the purchase balance is not paid in full within the promotional period or if you make a late payment. Minimum monthly payments for this plan during the promotional period will be the greater of: the amount of the purchase divided by the number of months in the promotional period (rounded up to the nearest \$1.00); or \$5.00. Required minimum purchase of \$1,999 for 18-month plan; \$2,999 for 36-month plan; \$3,999 for 48-month plan, \$4,999 for 60-month plan.

**No Interest if paid in full within 6 or 12 months.** Interest will be charged to your account (at the standard, variable APR) from the purchase date if the purchase balance is not paid in full within the promotional period or if you make a late payment. Minimum monthly payments are required for this plan during the promotional period. Required minimum purchase of \$299 for 6-month plan and \$999 for 12-month plan.

\*Standard variable APR of 24.99%, based on Prime Rate. Minimum Interest is \$1.00 per credit plan.

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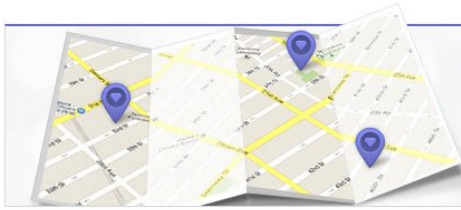
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Fax: 513-753-8230  
Store ID: 633  
Store Hours:  
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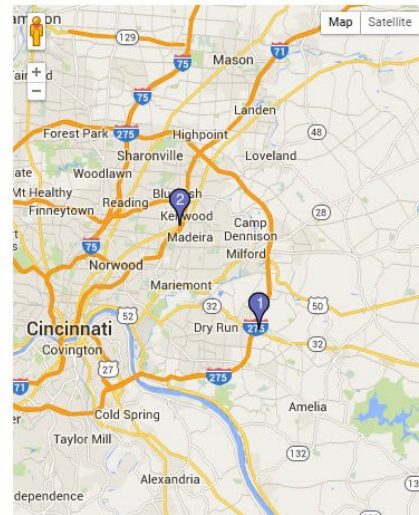
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7.3 ml.  
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**Kenwood Towne Centre Samuels Jewelers**  
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Cincinnati, OH 45236



## HOW IT WORKS

Easy to get. Easy to get going.



### 1. PICK A CARD

- Easy to apply in a few simple steps. No credit check\*. No minimum balance required.
- Choose the card design that fits your style and budget.  
There will be a One-Time Card Fee of \$3.95 - \$8.95, based on which card you choose.
- Your card arrives within 7 - 10 days, upon successful ID verification<sup>1</sup>.

[Card FAQs](#)



### 2. PICK A PLAN

- There are 2 plans to choose from – pick the one that works best for you:
  - With the Rush Unlimited Plan, you get unlimited signature and PIN transactions for a Monthly Fee of \$7.95 – or \$5.95 for every month you are enrolled and using Direct Deposit.
  - With the Pay As You Go Plan, you pay \$1.00 for each purchase up to a maximum of \$10 per calendar month<sup>2</sup>.

- Check out all fees for both plans [here](#).

[Plan FAQs](#)



### 3. ACTIVATE & LOAD MONEY

- Once you set your PIN and load your card with money, you are all set to start using it!
- You can load money by:
  - Setting up Direct Deposit for your paycheck or government benefits ([Learn More](#))
  - Loading checks at Walmart<sup>3</sup>.
  - Loading cash at thousands of retail locations nationwide<sup>4</sup>.



and more...

[Adding & Transferring Money FAQs](#)



### 4. USE YOUR CARD

- Pay bills, shop online, eat out...there are many ways for you to use your RushCard.
- Use your card everywhere Visa debit cards are accepted, including online.
- Thanks to the Visa Zero Liability policy<sup>5</sup> your funds are protected if your card is lost or stolen.

[Purchase FAQs](#)



### 5. MANAGE YOUR MONEY

- Staying on top of your money has never been easier. Set up text<sup>6</sup> or email alerts to send you information about your balance, recent transactions and more.
- Set up your online account in minutes and you can get access to all of our useful tools that help you see how you're spending and more.
- Anytime, anywhere. Use our mobile app to easily check your balance, view transactions, and transfer money.



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<sup>1</sup> Important information for opening a card account. To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who opens a card account. What this means for you: When you open a card account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

<sup>2</sup> Getting your money up to two days sooner is based on comparison of traditional banking policies and deposit of paper checks from employers and government agencies versus electronic direct deposits. Many employers and government agencies notify us of direct deposits before your "official" day scheduled for payment. If we receive early notice, we may load your direct deposit earlier than your "official" day scheduled for payment. We may limit the amount or type of Direct Deposit eligible for early loading.

<sup>3</sup> There is no charge for Rush Text alerts; however, standard text message and data rates, fees, and charges may apply. Charges are dependent on your service plan, which may include fees from your carrier to send and receive text messages. Charges will appear on your wireless bill or be deducted from your prepaid phone balance. Message frequency will be determined by the alert options you select. For more information, refer to our Rush Text Terms of Service or text the word "HELP" to 877.74.6678 (HELP4U). To unsubscribe, text the word "STOP" to 877.74.6678 (HELP4U).

<sup>4</sup> The combined total of Transaction Fees and International Transaction Fees is limited to \$10.00 in each calendar month and is based on the date the transaction is posted to your card account as reflected on your statement.

<sup>5</sup> Maintenance Fee assessed if no Card Transactions or loads onto a Card have occurred for a period of ninety (90) consecutive days. Maintenance Fee is assessed each month and will be deducted from your Card balance until you next use your Card.

<sup>6</sup> Cash loading not available at Walgreens in VT. Check loading not available at Walgreens in NJ, NY, RI, VT.

<sup>7</sup> The Visa Zero Liability policy covers U.S.-issued cards only and does not apply to ATM transactions, PIN transactions not processed by Visa, or certain commercial card transactions. Cardholder must notify issuer promptly of any unauthorized use. Consult issuer for additional details or visit [www.visa.com/zero liability](http://www.visa.com/zero liability).

<sup>8</sup> If you add money to your RushCard prior to setting up a PIN, you will not be able to access that money until you set up a PIN.

<sup>9</sup> This is not a credit card.

<sup>10</sup> Your Prepaid Card account and associated direct deposit account number cannot be used for preauthorized direct debits from merchants or from utility or Internet service providers. If presented for payment, these preauthorized direct debits will be declined and your payment to the merchant or provider will not be processed. The bank routing number and direct deposit account number are for the purpose of initiating direct deposits to your Prepaid Card account only. You are not authorized to provide this bank routing number and direct deposit account number to anyone other than your employer or payer. Direct deposit capability is subject to payer's support of this feature. Check with your payer to find out when the direct deposit of funds will start. Funds availability is subject to timing of payer's funding.

<sup>11</sup> "Out of network" refers to all ATMs outside of the MoneyPass ATM network. Certain fees including those assessed by the ATM owner/issuer may apply. See Cardholder Agreement for complete details.

<sup>12</sup> Subject to gas station's terms, conditions, and limitations. The gas station may place a temporary hold on your available balance of up to \$75 or more. The merchant will release the temporary hold when the transaction has been paid and replace it with the actual amount of your gasoline purchase. If applicable, the pump will automatically stop dispensing gasoline when the purchase reaches your card account balance (if you are on the Pay As You Go plan, the \$1.00



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## What Is a Credit Card?

by Joseph Audette



A credit card allows you to borrow money from your bank to make your purchases, whether you're buying a burger or a round-trip ticket to France. As long as you pay back the money you borrowed within the "grace period" of 25-30 days, you don't have to pay extra. If you don't pay it back

in that time period, you'll have to pay interest — a percentage of the money you owe the bank — on top of what you borrowed.

### Credit card pros and cons

Credit Card Pros	Credit Card Cons
<ul style="list-style-type: none"><li>You can make a large purchase now and pay it off in smaller chunks</li><li>Your credit card statement makes budgeting easier</li><li>It's easier than carrying around a wad of cash</li><li>You can build up your credit score, which will be useful later on</li></ul>	<ul style="list-style-type: none"><li>You can easily dig yourself into debt if you're not careful about your spending</li><li>The ease of using credit cards can cause you to overspend</li><li>Interest rates can make even a small debt seem larger over time</li></ul>

### Choosing a credit card

When you're deciding which credit card to get, ask yourself one question: Will I need to pay interest on my debts?

If you pay back everything you spent on time, you can get a credit card with rewards. These cards give you points, cash or airline miles every time you use them. However, if you do use a rewards card, you'll have a very high interest rate. That brings us to what to do if you do carry a balance (in other words, you don't pay off your debt every month). You'll want to minimize your interest payments, so you should pick a credit card that has a very low interest rate.

Your credit card is issued by a bank, like Bank of America or Chase. The bank determines your interest rate, fees and rewards, so it's important to find a bank that offers a card you like. It's processed on a network, like Visa or MasterCard. The network doesn't really affect the card, except for giving you random perks like travel accident insurance. Generally, the network isn't as important as the bank.

### Interest payments and fees

Credit card companies make money in three ways:

- Interchange fees**, or fees charged to the merchant every time you use your credit card
- Interest payments**, from when you don't pay off your debt in full
- Fees**, like late payment or annual fees

You don't have to worry about that first one. Interchange fees are a problem for merchants. Instead, concern yourself with interest payments and fees.

If you have a rewards credit card, remember that issuers don't give those points out of the goodness of their hearts. Most people think they'll earn more in rewards than they pay in interest, but that's rarely the case. If you think there's a chance you won't pay off your balance every month, steer clear of rewards.

Credit cards charge a number of fees, from an annual fee to cash advance fees to late payment fees. Your card probably won't have an annual fee, but make sure to make at least the minimum monthly payment on time, or you'll be slapped with a fee, a higher interest rate and/or a lower credit score.

### Reading the fees

Credit card applications always come with what's known as a Schumer box: a black-and-white box that tells you the most important information about the card. Here's a breakdown of how to read the Schumer box.

- APR for purchases:** This is your interest rate that will be charged on anything you didn't pay off the month before. The APR is the monthly interest charge multiplied by 12, so every month, you'll be charged **1%** of the amount you owe. On some cards, you won't be charged interest for the first six months or so, allowing you to make a big purchase and pay it off over time interest free.
  - Variable APR:** This means that your interest rate may change based on a nationally set base rate called the **prime rate**. In this case, your interest rate may not always be **X**. If the prime rate rises 3%, your interest rate does too.
- APR for transfers:** If you have credit card debt, you can shift it over to a new card. Some cards will let you shift your debt and not pay interest for 6 to 12 months, but others will charge you the same rate as regular purchases.
- APR for cash advances:** If you take out a cash advance (you withdraw cash from an ATM or get money from a bank teller), you'll be charged this interest rate on the amount you borrow. Unlike regular purchases, where you have a grace period to pay off your debt, you start accumulating interest on cash advances **the day you take them out**.
- Penalty APR:** If you miss a payment, you may have to pay this interest rate for up to six months.
- Avoid paying interest:** This tells you your grace period, or how long you have after receiving your credit card statement to pay off your debt without accruing interest.

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6. **Minimum interest charge:** If you owe \$1 and your interest rate is 12.99%, you'd normally be charged \$0.01, but the credit card company will bump it up to \$0.50 anyway.
7. **Annual fee:** Exactly what it sounds like. Most student and youth credit cards don't have an annual fee.
8. **Transaction fees**
- Transfer fee: If you move your credit card debt from one card to another, you'll be charged this fee on the amount you move once and only once.
  - Cash advance fee: If you take out a cash advance, in addition to accumulating interest the day you take it out, you'll have to pay this fee.
  - Foreign transaction fee: If you use your credit card overseas, you'll be charged this fee on the amount that you spend abroad.
9. **Penalty fees**
- Late payment: If you don't make the minimum payment within the grace period, you'll have to pay this fee.
  - Over the limit: Sometimes, your credit card will let you go over your credit limit (the issuer can also choose not to). If it does, you'll have to pay this fee.
  - Returned payment: If you try to pay your credit card bill and it doesn't work for some reason (like the check bounces), you'll have to pay this fee.
10. **Rewards program details:** If you have a rewards credit card, this portion will spell out exactly how you can earn and redeem your rewards. **Read this section. It's where a lot of cards try to game you.**

Submit Question

## Knowing how your balance is calculated

Most credit card companies calculate your balance based on *average daily balance*. Let's say you didn't pay off \$100 during the 30-day grace period. On day 15, you pay off the entire balance. You add up the debt that you had left over at the end of the day (15 days of \$100 + 15 days of \$0) and divide it by the number of days. You'll be charged interest on \$50.

## NerdWallet tips

- Choose a credit card that's optimal for your needs. If you carry a balance, you can find great credit cards that specialize in low interest rates or 0% APR periods. If you don't, you can ignore the APR and shoot for high rewards.
- Remember that you'll need a co-signer on your card even after you're 21 unless you have your own source of income.
- Having a credit card is better than not having one, but not having a credit card is much better than misusing one.

## Read more

- Financial Literacy Orientation
- How to Read the Schumer Box
- What Is a Debit Card?
- Credit, Debit or Prepaid? Choosing the Right Card
- What Is a Credit Score?
- Building Your Credit Score

Woman shopping online photo via Shutterstock.

### Related Tools

#### Cost of Living Calculator

Compare the cost of living in cities across the U.S.

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## What Is a Debit Card?

by Joseph Audette



A debit card is a more convenient way of spending money than carrying cash around all the time. You put your cash (or a check) into a checking account, and you can swipe your debit card to deduct money from that account to pay for your purchases. You can't spend more than

you have (generally), and you won't build your credit score, but it's a great way to buy things without having to worry about going into debt or losing your money.

If your card is lost or stolen and you report it within two days, you won't be liable for more than \$50. You can use the card online, in-store or to withdraw money at some retailers or from ATMs. In today's cashless society, you pretty much need a debit card or online money transfer account — try buying something on Amazon without PayPal or some form of plastic.

There are dangers associated with debit cards: Your liability if your card is stolen rises if you don't report it within 48 hours, whereas credit card liability is capped at \$50 no matter what, and you can incur heavy fees if you're not careful.

### Debit card pros and cons

Debit Card Pros	Debit Card Cons
<ul style="list-style-type: none"><li>• They're more convenient than cash.</li><li>• You can't get into debt like you would with a credit card.</li><li>• You can make basic financial transactions like paying bills, writing checks and getting cash.</li><li>• They're safer than cash: Your liability is limited if the card is lost or stolen.</li></ul>	<ul style="list-style-type: none"><li>• They don't build credit, so if you don't supplement them with loans or credit cards, you might have trouble getting a good loan rate in the future.</li><li>• If you opt in and spend more than you have, you can incur overdraft fees.</li><li>• They're not quite as safe as credit cards.</li></ul>

### Choosing a debit card

**ATM access.** If you choose a provider that doesn't have any ATMs nearby or doesn't refund the fees, you'll find yourself paying out-of-network ATM fees to your bank, plus \$2+ in surcharges that go to the ATM owner. Make sure you have convenient access at college and at home.

**Minimum balance requirements.** Though many checking accounts will waive monthly fees because you're a student, some require you to keep a minimum balance. If you can't meet that requirement, don't get that account.

**In-person services.** Can you get by with an entirely online bank, or do you need to go into a branch? If you forgo physical services, you can easily find free or even rewards checking accounts.

**Rewards.** Some credit unions, online banks or even traditional banks offer rewards on your debit card spending or interest on the balance in your account. Keep an eye out for good deals.

### Interest payments and fees

Debit card companies make money in three ways:

- **Interchange fees,** fees charged to the merchant every time you use your card.
- **Interest on loans** financed with your deposits: The bank takes the money in your account and lends it out to borrowers.
- **Fees** for monthly maintenance and ATM use.

You don't have to worry about the first two. That's between the bank and merchants and the bank and borrowers, respectively. It's the last one you should keep a lookout on. You can avoid fees by choosing the right account and using your debit card wisely.

### Reading the fees

When choosing your checking account, watch out for these fees:

**Monthly maintenance:** If you don't maintain a minimum balance or meet other requirements, will you be charged a fee?

**ATM:** How easy is it to withdraw money free of charge? Does your card have in-network ATMs nearby or does it refund out-of-network surcharges? If you withdraw out of network, you could pay \$5.50 for the privilege: \$2.50 to your bank for out-of-network fees and \$3 to the ATM owner as a surcharge. If you can't get to an in-network ATM, try getting cash back from a supermarket or drugstore.

When using your debit card, consider these fees:

**Overdraft:** If you spend more than you have in your account, the bank may advance you the money to cover the purchase, but will often charge a hefty fee. You're required to opt in to receive overdraft protection, but you need opt in only once to give the bank permission to let you overdraw on all your transactions. Instead, you could opt out of overdraft protection, letting your over-the-limit transactions be declined at no cost.

**NSF/Bounced Check:** Non-sufficient funds fees, also known as bounced check fees, occur when you write a check that causes your account balance to go below \$0. You'll pay this fee to your bank, but you'll often be charged another fee by whoever cashed your check. Altogether, bounced checks can be quite expensive, on the order of \$50. Diligently monitor your account balance.

### NerdWallet tips and tricks

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#### Have a question?

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#### Question

Your Email (so we can send you the answer)

Debit cards serve a number of purposes. They're convenient and safe, a big step above cash. They're a gateway into savings and retirement accounts, loans and more. They'll teach you how to use plastic without the danger of going into debt, and they're a glimpse into the banking system. If you can handle the responsibility, get a debit card early so you can develop solid financial habits. And be sure to read the terms and conditions. Some checking accounts have unusual charges like outbound domestic recurring wire transfer fees, so exploring the options thoroughly is a good exercise in parsing financial phrases.

Read more

- Financial Literacy Orientation
- How to Read the Schumer Box
- What Is a Credit Card?
- Credit, Debit or Prepaid? Choosing the Right Card
- Overview of Checking Accounts
- How to Avoid Checking Fees



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Soso · 4 months ago

it sounds so complicated. What if i wanna open up an online shop with a debit card given to me from my collage?

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## Application FAQs



### How can I apply for a RushCard?

You can apply online by [clicking here](#) or by calling 866-RUSHCARD (866-787-4227) 24 hours a day, 7 days a week.



### What information do I need to provide to apply?

You are required to provide your Social Security number, date of birth, and your physical mailing address within the U.S.<sup>1</sup>



### Will I get approved if I have bad or no credit?

Since RushCard is not a credit card or a checking account, we do not perform credit checks or ChexSystems checks. Approval depends on the verification of personal information.<sup>1</sup>



### Can I apply for a RushCard if I am not a U.S. Citizen?

Yes, as long as you are a permanent resident with a valid Social Security number.



### How long will it take for my RushCard to arrive?

You should receive your card within 7-10 business days. You can track the status of your RushCard [here](#).



### How do I activate my card?

When you receive your RushCard, call the phone number on the sticker and set your PIN. Then, load funds onto your RushCard. At a minimum, you must add enough money to pay your One-Time Card Fee (\$3.95 or \$9.95, depending on the card design you choose).



### How old must I be to apply for a RushCard?

The minimum age requirement to apply for a Prepaid Visa RushCard is 13. Parental consent is required for anyone under age 18. Click [here](#) to download a parental consent form.




### Can I have my RushCard mailed to a P.O. Box?

Yes, but to do so we must also have a physical address within the U.S. Call our toll-free number 866-RUSHCARD (866-787-4227) for a customer service rep to assist you. We cannot send Expedited Cards to

## APPLY FOR A RUSHCARD AND GET YOUR TAX REFUND EVEN EARLIER<sup>2</sup>

RushCard is a Prepaid Visa card

-  Get your tax refund even earlier
-  Use it online and in stores everywhere Visa debit cards are accepted
-  Keep track of your money with text alerts<sup>3</sup>
-  Load cash at thousands of retail locations nationwide<sup>8</sup>
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GET A RUSHCARD >

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earlier<sup>2</sup> me up!



CARDS  
& PLANS

ADD MONEY  
& FIND ATMS

TOOLS  
& ALERTS

SECURITY

OUR  
COMMITMENT

## CARD CHOICES



## 2. ENTER YOUR INFORMATION

Once we verify your information<sup>1</sup>, you are automatically approved!

Name	<input type="text" value="First Name"/>
	<input type="text" value="Last Name"/>
Address	<input type="text" value="Address"/>
	<input type="text" value="Apt. / Suite (Optional)"/>
	<input type="text" value="City"/>
	<input type="text" value="Select State"/>
	<input type="text" value="Zip Code"/>
Phone	<input type="text" value="Mobile"/> <input type="text" value="XXX-XXX-XXXX"/>
	<input type="checkbox"/> By checking this box, you agree to receive offers, promotions and updates via calls and text messages which may use phone dialing technology <sup>2</sup> . Msg & data rates from your cellular provider may apply. This service is optional and is not required. You may change your contact preferences anytime on <a href="http://account.rushcard.com">account.rushcard.com</a> .
Social Security Number	<input type="text" value="XXX-XX-XXXX"/>
Date of Birth	<input type="text" value="Month"/> <input type="text" value="Day"/> <input type="text" value="Year"/>
Email Address	<input type="text" value="name@address.com"/>

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Mark: MADE WITH 24K GOLD

MADE WITH 24K GOLD

US Serial Number: 86326696

Application Filing Date: Jul. 02, 2014

Register: Principal

Mark Type: Service Mark

Status: Notice of Allowance (NOA) sent (issued) to the applicant. Applicant must file a Statement of Use or Extension Request within six months of the NOA issuance date.

Status Date: Feb. 03, 2015

Publication Date: Dec. 09, 2014

Notice of Allowance Date: Feb. 03, 2015

## Mark Information

Mark Literal Elements: MADE WITH 24K GOLD

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

## Goods and Services

Note: The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks \*..\* identify additional (new) wording in the goods/services.

**For:** Promoting the sale of goods and services of others by awarding incentives to consumers for credit card use; providing information about and making referrals in the field of consumer products and services for retail services concerning products, services, events, activities, attractions and facilities in particular geographic locations; providing concierge services for travelers, namely, making business meeting arrangements

International Class(es): 035 - Primary Class

U.S Class(es): 100, 101, 102

Class Status: ACTIVE

Basis: 1(b)

**For:** Financial services, namely, charge card, credit card and debit card services; credit card payment processing services; computerized credit verification, namely, evaluation of the credit worthiness of companies and private individuals, and financial risk management services; providing information in the fields of foreign currency; providing cash and other rebates for credit card use as part of a customer loyalty program

International Class(es): 036 - Primary Class

U.S Class(es): 100, 101, 102

Class Status: ACTIVE

Basis: 1(b)

**For:** Providing travel information; providing flight arrival and departure information; arranging for travel visas, passports and travel documents for persons traveling abroad; making car rental and limousine reservations for others; arranging travel tours for others; providing concierge services for travelers, namely, making travel arrangements

International Class(es): 039 - Primary Class

U.S Class(es): 100, 105

Class Status: ACTIVE

Basis: 1(b)

**For:** Providing advice to travelers on entertainment, cultural and sporting events

International Class(es): 041 - Primary Class

U.S Class(es): 100, 101, 107

Class Status: ACTIVE

Basis: 1(b)

**For:** Rental of computers

International Class(es): 042 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(b)

**For:** Providing advice to travelers on hotels and restaurants; making reservations for travel, namely, booking accommodations for travelers; providing concierge services for travelers, namely, making restaurant reservations; making reservations and bookings for others for accommodations and meals at health spas

International Class(es): 043 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE	
Basis: 1(b)	
For: Making reservations and bookings for others at beauty salons and spas and for physical and beauty treatments at health spas	
International Class(es): 044 - Primary Class	U.S Class(es): 100, 101
Class Status: ACTIVE	
Basis: 1(b)	
For: Personal concierge services for others comprised of making requested personal and social arrangements and reservations, personal shopping services, personal gift selection and gift reminder services for others, and providing customer specific information to meet individual needs, all rendered in business establishments, office buildings, airports, hotels, residential complexes and homes	
International Class(es): 045 - Primary Class	U.S Class(es): 100, 101
Class Status: ACTIVE	
Basis: 1(b)	

### Basis Information (Case Level)

Filed Use: No	Currently Use: No	Amended Use: No
Filed ITU: Yes	Currently ITU: Yes	Amended ITU: No
Filed 44D: No	Currently 44D: No	Amended 44D: No
Filed 44E: No	Currently 44E: No	Amended 44E: No
Filed 66A: No	Currently 66A: No	
Filed No Basis: No	Currently No Basis: No	

### Current Owner(s) Information

Owner Name: Black Card LLC	
Owner Address: Suite 206 250 Veronica Lane Jackson, WYOMING 83001 UNITED STATES	
Legal Entity Type: LIMITED LIABILITY COMPANY	State or Country Where Organized: WYOMING

### Attorney/Correspondence Information

Attorney of Record	
Attorney Name: Susan Stabe	Docket Number: 242222
Attorney Primary Email Address: <a href="mailto:trademarks@troutmansanders.com">trademarks@troutmansanders.com</a>	Attorney Email Authorized: Yes
Correspondent	
Correspondent Name/Address: SUSAN STABE TROUTMAN SANDERS LLP 600 PEACHTREE ST NE STE 5200 ATLANTA, GEORGIA 30308-2216 UNITED STATES	
Phone: 949.622.2700	Fax: 949.622.2739
Correspondent e-mail: <a href="mailto:trademarks@troutmansanders.com">trademarks@troutmansanders.com</a> <a href="mailto:susan.stabe@troutmansanders.com">susan.stabe@troutmansanders.com</a> <a href="mailto:erin.zaskoda@troutmansanders.com">erin.zaskoda@troutmansanders.com</a> <a href="mailto:sofia.jeong@troutmansanders.com">sofia.jeong@troutmansanders.com</a>	Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

### Prosecution History

Date	Description	Proceeding Number
Feb. 03, 2015	NOA E-MAILED - SOU REQUIRED FROM APPLICANT	
Dec. 09, 2014	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Dec. 09, 2014	PUBLISHED FOR OPPOSITION	
Nov. 19, 2014	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED	
Nov. 05, 2014	LAW OFFICE PUBLICATION REVIEW COMPLETED	77312
Nov. 05, 2014	ASSIGNED TO LIE	77312
Oct. 31, 2014	ASSIGNED TO LIE	68552

Oct. 15, 2014	APPROVED FOR PUB - PRINCIPAL REGISTER	
Oct. 15, 2014	EXAMINER'S AMENDMENT ENTERED	88888
Oct. 15, 2014	NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED	6328
Oct. 15, 2014	EXAMINERS AMENDMENT E-MAILED	6328
Oct. 15, 2014	EXAMINERS AMENDMENT -WRITTEN	78369
Oct. 13, 2014	ASSIGNED TO EXAMINER	78369
Jul. 10, 2014	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	
Jul. 05, 2014	NEW APPLICATION ENTERED IN TRAM	

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### TM Staff and Location Information

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#### TM Staff Information

**TM Attorney:** ROBERTSON, DEIRDRE G

**Law Office Assigned:** LAW OFFICE 111

#### File Location

**Current Location:** INTENT TO USE SECTION

**Date in Location:** Feb. 03, 2015

## ABOUT US

[See Consumer Reports 2014 Prepaid Rankings](#)

### What We Believe

Today there are more than 68 million Americans who cannot or choose not to establish a traditional banking relationship. We believe that every American should have access to an affordable place to keep their hard-earned money – one that's safe and convenient. Our goal is to provide people with the financial services and tools that will help them get ahead.

### How We Operate

RushCard was born with a mission: Empower our members by providing products and services that enable them to achieve control and realize their personal hopes and financial goals.

### What We Do

RushCard has been around longer than most prepaid cards and, in this time, we established a long list of firsts:

- One of the first prepaid cards to offer Direct Deposit.
- One of the first prepaid cards to offer check-writing capabilities to its members.
- One of the first prepaid cards to offer cash loading at more than 35,000 MoneyGram® locations, nationwide.
- One of the first prepaid cards to offer comprehensive money management tools that make it easier to track balances, create monthly budgets, and analyze spending.

At RushCard we continually listen, learn, and try to improve. It's why this list of firsts won't be our last.

### Who We Are

Russell Simmons began RushCard more than a decade ago. Those that found themselves left behind by traditional banks found an on-ramp to better financial services. Russell inspired a team of seasoned financial professionals to join him. People who were dedicated to making Russell's vision a reality.

Today, RushCard is still owned by Russell's company, UniRush, LLC.

We're proud to partner with MetaBank® and Visa. Together, we will continue to be advocates for our members, and provide them with a safe-haven within the financial industry.